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MAR 25 1996

MICHIGAN DEPT. OF COMMERCE
CORPORATION & SECURITIES BUREAU

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ARTICLES OF INCORPORATION
OF
HEATHERWOOD ASSOCIATION

These Articles of Incorporation are signed by the incorporator for the purpose of forming a corporation not for profit under the provisions of Act No. 162 of the Public Acts of 1982, as follows:

ARTICLE I
NAME

The name of the corporation is: Heatherwood Association ✓

ARTICLE II
PURPOSES

The purpose or purposes for which the Association is formed are as follows:

To provide an entity pursuant to Act No. 59 of the Public Acts of 1978 as amended, hereinafter called the "Michigan Condominium Act", for the operation of condominium properties in Pittsfield Township, Washtenaw County, Michigan, and in furtherance thereof:

- (a) To manage and administer the affairs of and to maintain Heatherwood, a condominium (hereinafter referred to as the "Condominium");
- (b) To levy and collect assessments against and from members and to use the proceeds thereof for the purposes of the Association;
- (c) To purchase insurance upon the Condominium property and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To employ personnel and to contract for the maintenance, administration and management of the Condominium, and to delegate to said persons such powers and duties as are necessary therefor;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of the Condominium;

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ADMINISTRATOR
MICHIGAN DEPARTMENT OF COMMERCE
CORPORATION & SECURITIES BUREAU

Handwritten signature

(g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the Association and in furtherance of any of the purposes of the Association;

(h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;

(i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this Association as may hereafter be adopted;

(j) To do anything required of or permitted to it as administrator of the Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978, as amended; and

(k) To make and perform any contract and to exercise all powers conferred upon nonprofit Associations by the laws of the State of Michigan necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof

All funds and the titles to all properties acquired by the Association and proceeds thereof will be held for the members in accordance with the provisions of the Bylaws of the Association.

ARTICLE III

ORGANIZATION

This Association is organized upon a non-stock membership basis. The Association has no real property assets or personal property assets. The Association is to be financed by assessment of members.

ARTICLE IV

REGISTERED OFFICE

The location of the first registered office is:

3300 East Paris, S.E.,
Kentwood, Michigan 49512

The post office address of the first registered office is:

3300 East Paris, S.E.,
Kentwood, Michigan 49512

The name of the first resident agent at the registered office is: Martin Merk

ARTICLE V
INCORPORATORS

The names and addresses of all the incorporators are as follows:

Name	Residence or Business Address
Harold J. Kloosterman	3300 East Paris, S.E., Kentwood, Michigan 49512

ARTICLE VI
DIRECTORS

The names and addresses of the first Board of Directors are as follows:

Name	Residence or Business Address
Harold J. Kloosterman	3300 East Paris, S.E., Kentwood, Michigan 49512
Martin Merk	3300 East Paris, S.E., Kentwood, Michigan 49512
Scott Kloosterman	3300 East Paris, S.E., Kentwood, Michigan 49512

ARTICLE VII
MEMBERS

The qualifications of members, the manner of their admission to the Association, the termination of membership, and voting by such members will be as follows:

(a) Each Co-owner (including the Developer) of a Unit in the Condominium will be a member of the Association, and no other person or entity will be entitled to membership, except that the undersigned incorporator will be a member of the Association until his membership is terminated as hereinafter provided.

(b) Membership in the Association (except with respect to any non-co-owner-owner incorporators, who will cease to be members upon the qualification for membership of any Co-owner) will be established by acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds of Washtenaw County, Michigan, a deed or other instrument establishing a change of record title to such Unit, with a copy of the recorded document provided to the Association (except that the Developer of the Condominium will become a member immediately upon establishment of the Condominium). The new Co-owner thereby becomes a member of the Association and the membership of the prior Co-owner is thereby terminated. If a Unit is sold pursuant to a land contract, evidenced of record with the Register of Deeds of Washtenaw County, Michigan and with a copy or other evidence acceptable to the Association on file with the Association which grants possession of the Unit to the vendee, the land contract vendee, and not the land contract vendor, will be a member of the Association while the land contract is executory, unless a document signed by both land contract vendor and vendee and filed with the Association expressly provides otherwise, provided that the land contract vendor will always have joint and several responsibility for any dues or assessments or other charges payable to the Association.

(c) If there is more than one owner of a Unit, all such owners will collectively share the membership attributable to the Unit.

(d) Neither membership nor any share of a member in the funds and assets of the Association can be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to the member's Unit in the Condominium.

(e) Voting by members will be in accordance with the provisions of the Bylaws of this Association.

(f) Membership in the Association will be available without regard to sex, race, color, age, marital status, creed or national origin

ARTICLE VIII

WRITTEN CONSENT

Any action required or permitted to be taken at an annual or special meeting of members may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, is signed by members having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting in which all

members entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent will be given to members who have not consented in writing.

ARTICLE IX

CONTRACTS WITH DIRECTORS

No contract or other transaction between this Association and one or more of its directors or officers, or between this Association and any other corporation, firm or association will be voidable by the fact that any one or more of the directors or officers of this Association are interested in or are directors or officers of such other corporation, firm or association, or that any director or officer individually may be a party to or may be interested in any contract or transaction of this Association; provided that the contract or other transaction is fair and reasonable to the Association when it is authorized, approved or ratified, or that the material facts as to such relationship or interests are disclosed or known to the board or committee at the time it authorized, approved or ratified the contract or transaction by a vote sufficient for the purpose without counting the vote of such interested director or officer, and each and every person who may become a director or officer of the Association is hereby relieved from any liability which might otherwise exist from contracting with the Association for the benefit of himself or herself or a firm, association or corporation in which he or she may be otherwise interested.

ARTICLE X

VOLUNTEER DIRECTOR PERSONAL LIABILITY

A volunteer director of the Association shall not be personally liable to the Association or its members for monetary damages for breach of fiduciary duty as a director, except for liability: (a) for any breach of the director's duty of loyalty to the Association or its members; (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) resulting from a violation of §551(1) of the Michigan Nonprofit Corporation Act; (d) for any transaction from which the director derived an improper personal benefit; or (e) for any act or omission that is grossly negligent. In the event the Michigan Nonprofit Corporation Act, P.A. 1982; No. 162, is amended after adoption of this Article to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Association shall be eliminated or limited to the fullest extent permitted by the Michigan Nonprofit Corporation Act, as so amended. Any repeal, modification or adoption of any provision in these Articles of Incorporation inconsistent with this Article shall not adversely effect any right or protection of a director of the Association existing at the time of such repeal, modification, or adoption.

ARTICLE XI

ASSOCIATION ASSUMPTION

The Association shall assume all liability to any person other than the Association or its members for all acts and omissions of a volunteer director.

ARTICLE XII

INDEMNITY

The Association will indemnify a person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, by reason of the fact that the person is or was a director or officer of the Association, or is or was serving at the request of the Association as a director, officer, partner, or trustee of another corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, against expenses, including attorneys' fees, judgments, fines, penalties, or amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere or its equivalent, will not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interest of the Association or its members, or, with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful.

ARTICLE XIII

COMPROMISE OR ARRANGEMENT

When a compromise or arrangement or a plan of reorganization of this Association is proposed between this Association and its creditors or any class of them or between this Association and its members, or any class of them, a court of equity jurisdiction within the state, on application of this Association or of a creditor, or member of the Association, or on application of a receiver appointed for the Association, may order a meeting of the creditors or class of creditors or of the members or class of members to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing seventy-five percent (75%) in value of the creditors or class of creditors, or of the members or class of members to be affected by the proposed compromise or arrangement or reorganization, agree to a compromise or arrangement or reorganization of this Association as a consequence of the compromise or arrangement, the compromise or arrangement and the organization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all of the members or class of members and also on this Association.

ARTICLE XIV

AMENDMENT

These Articles may be amended by the affirmative vote of not less than two-thirds of the members of the Association; provided, that in no event will any amendment make changes in the

qualifications for membership or the voting rights of members without the unanimous consent of the membership. Amendments may be made by the Board of Directors with the consent of a majority of the members to achieve compliance with the laws of the State of Michigan or with ordinances, rules, interpretations or orders of any government body or agency or any court of competent jurisdiction.

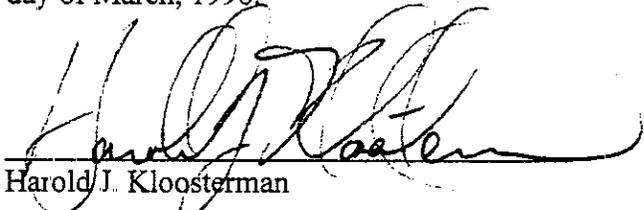
ARTICLE XVI

CONFLICTING PROVISIONS

In the event of any conflict between the provisions of any one or more of the following documents, the following order of priority shall prevail and the provisions of the document having the highest priority shall govern:

- (a) the Master Deed, including the Condominium Subdivision Plan;
- (b) the Condominium Bylaws;
- (c) these Articles of Incorporation; and
- (d) the Rules and Regulations of the Association.

I, the incorporator, sign my name this 21st day of March, 1996.


Harold J. Kloosterman

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

Name of person or organization remitting fees:

Keith P. Walker

KEITH P. WALKER
MCSHANE & BOWIE, P.L.C.
PO BOX 360
GRAND RAPIDS MI 49501-0360

Preparer's name and business telephone number:

Keith P. Walker

(616) 732-5000

INFORMATION AND INSTRUCTIONS

1. The articles of incorporation cannot be filed until this form, or a comparable document, is submitted.
2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.
Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of the Act by one or more persons for the purpose of forming a domestic nonprofit corporation.
4. ARTICLE II — The purpose for which the corporation is organized must be included. It is not sufficient to state that the corporation may engage in any activity within the purposes for which corporations may be organized under the Act.
5. ARTICLE III — The corporation must be organized on a stock or nonstock basis. Complete Article III(1) or III(2) as appropriate, but not both. Real property assets are items such as land and buildings. Personal property assets are items such as cash, equipment, fixtures, etc.
6. ARTICLE IV — A post office box may not be designated as the street address of the registered office.
7. ARTICLE V — The Act requires one or more incorporators. The addresses should include a street number and name (or other designation), city and state.
8. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
9. This document must be signed in ink by each incorporator listed in Article V. However, if there are 3 or more incorporators, they may, by resolution adopted at the organizational meeting by a written instrument, designate one of them to sign the articles of incorporation on behalf of all of them. In such event, these articles of incorporation must be accompanied by a copy of the resolution duly certified by the acting secretary at the organizational meeting and a statement must be placed in the articles incorporating that resolution into them.
10. FEES: Filing fee & Franchise fee (Make remittance payable to State of Michigan) ... \$20.00
11. Mail form and fee to:
MICHIGAN DEPARTMENT OF COMMERCE
Corporation and Securities Bureau
Corporation Division
P.O. Box 30054
6546 Mercantile Way
Lansing, MI 48909
Telephone: (517) 334-6302